Supreme Court, U.S.
FILED
AUG 24 1994
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NO. 94-220

In the Supreme Court of the United States

OCTOBER TERM, 1994

SEA SAVAGE, INC., UNDERWRITERS SUBSCRIBING TO POLICY A&PH 12890 AND AMERICAN HOME ASSURANCE COMPANY

Petitioner,

V.

CHEVRON U.S.A., INC.

Respondent,

Petition for Writ of Certiorari to the United States Court of Appeals for the Fifth Circuit

SUPPLEMENTAL APPENDIX

J. FREDRICK KESSENICH
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4 pp

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 91-9567

FILED
MAY 26 1994

BARBARA S. RANDALL, On Her Own Behalf and as Personal Representative of the Estate of the Decedent, Theodore F. Randall, Jr., and on the Behalf of the Children, Rod Anthony Randall and Holly Leann Randall,

Plaintiff-Appellee-Cross Appellee,

versus

CHEVRON, U.S.A., INC.,

Defendant-Appellee-Cross Appellant,

versus

SEA SAVAGE, INC., ET AL.,

Defendants-Appellants-Cross Appellees,

versus

AMERICAN HOME ASSURANCE COMPANY,

Defendant-Appellant.

Appeals from the United States District Court
for the Eastern District of Louisiana

ON PETITION FOR REHEARING AND
SUGGESTIONS FOR REHEARING EN BANC
(Opinion February 11, 1994, 5 Cir. 1994, 13 F.3d 888)

Before KING and JOLLY, Circuit Judges and PARKER,* District Judge.

PER CURIAM:

The Petition for Rehearing is DENIED and the Court having been polled at the request of one of the members of the Court and a majority of the Circuit Judges who are in regular active service not having voted in favor of it (Federal Rules of Appellate Procedure and Local Rule 35), the Suggestions for Rehearing En Banc are also DENIED.

We withdraw footnote 6 of our opinion in this case. Additionally, we revise our mandate, part IV of the opinion, to read as follows:

> For the foregoing reasons, we REVERSE the district court's award for pain and suffering and REMAND for the granting of a remittitur to $500,000 or a new trial on damages at Sea Savage's option. We REVERSE the district court's holding that Chevron is entitled to indemnification from Sea Savage under the time charter for those damages attributable to Chevron's own negligence. We also REVERSE the district court's denial of attorneys' fees to Chevron for its defense of the claim for punitive damages and REMAND for determination of those fees. In all other respects the judgment of the district court, including the order that Sea Savage reimburse Chevron for 75% of the workers' compensation

* Chief Judge of the Eastern District of Texas, sitting by designation.

payments made on behalf of Theodore F. Randall, is AFFIRMED. Costs shall be borne by Chevron and Sea Savage.

ENTERED FOR THE COURT:

/s/ Carolyn (Illegible) King

UNITED STATES CIRCUIT JUDGE